

MUTUAL AID AGREEMENT BETWEEN WAGONER COUNTY AND THE CITY OF COWETA FOR BUILDING INSPECTION SERVICES

The City of Coweta ("City"), a municipal corporation and the Board of County Commissioners of Wagoner County, ("County"), both being political subdivisions and agencies as defined by the applicable laws of the State of Oklahoma hereby enter into this Agreement whereby the Parties agree to the following:

RECITALS:

Whereas, both parties are in the business of providing protection to public property and the citizens within their respective jurisdictions to ensure that structures are safe, sanitary and fit for occupation and use; and

Whereas, it is mutually beneficial for the parties to assist each other in the provision of public services in order to adequately protect the public; and

Whereas, it is mutually beneficial and advantageous to each party to be able to share its manpower and expertise in times of need.

Whereas, it is understood that Wagoner County and the City of Coweta for purposes of this Agreement may be referred to as Entity or Party being mutually exchangeable.

Now therefore, Wagoner County and City of Coweta, each in consideration of the terms, covenants, and conditions herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party, hereby agree as set forth below.

AGREEMENTS:

1. PURPOSE

The above recitals are incorporated herein by reference as if set out fully. The purpose of this Agreement is to facilitate, enhance and formalize cooperation and efforts between the parties in providing building, infrastructure and stormwater inspection services to public property and the citizens within their respective jurisdictions to ensure that structures are safe, sanitary and fit for occupation and use.

2. DURATION

This Agreement shall be effective as of March 1, 2022. This Agreement shall discontinue automatically on December 31, 2022, unless extended in writing by the parties or earlier terminated by either party, provided, however that written notification be delivered ten (10) days before the date upon which the party declares this Agreement is terminated.

3. REQUESTS FOR ASSISTANCE PROCEDURES

Either Entity is entitled to request assistance from the other Party, and the Party receiving the request shall be obligated to respond thereto, provided however, if in the opinion of the receiving Party's Authorized Representative, it is impossible to fulfill the request on the basis of other conditions within the responding Party's jurisdiction, or because of improperly working equipment, lack of manpower, or any other condition determined to be, in the sole judgment of the Authorized Representative, too dangerous or

hazardous to its personnel and/or the inhabitants of its own jurisdiction, the responding Party shall not be obligated to provide the assistance contemplated herein. Upon determining that the responding Party cannot assist the requesting Entity, the responding Party shall immediately notify the requesting Entity in the mode that is the quickest and most efficient under the circumstances at that time.

Upon the responding Party assisting the requesting Entity, both parties understand and agree that the requesting Entity shall remain in full command of the management of the inspections with the exception that the Authorized Representative from the responding Party shall remain in charge of its own manpower and equipment.

The requesting Entity may provide a written outline of inspection requests, estimated time and distance to accomplish inspections and preserve written records of activities, status, determination of inspection process, and completion or permits as necessary. A complete log of time and activity may be kept at the requesting Entity for the purposes of fair and agreeable cooperation.

4. EMPLOYMENT STATUS

County's personnel shall remain employees of Wagoner County. Wagoner County shall continue to provide salaries, insurance and other benefits to its personnel/employees in its regular manner. City's personnel shall remain employees of the City of Coweta. City shall continue to provide salaries, insurance and other benefits to its personnel/employees in its regular manner. No separate administrative structure is required nor separate funding required, therefore no joint board is required to be created. No joint employment is created. No separate organization shall be created hereunder, nor shall any real or personal property be transferred between the parties, nor shall there be any joint financing, therefore no provisions for disposal of real or personal property upon termination is necessary.

5. PROPERTY

Each Entity shall pay their own expenses and assume the risk of damage to their own equipment, including injury to their own employees and including damages or injury to third parties and/or property. Neither Entity shall demand or receive compensation from the other for the assistance provided.

6. LIABILITIES

Liability for the conduct of County personnel shall remain the responsibility of the Wagoner County. Liability for the conduct of City personnel shall remain the responsibility of the City of Coweta. The rights, duties, and obligations under or arising from this Agreement shall not be assigned by any of the parties hereto without express written consent of the other parties to the Agreement.

Each Entity shall provide their own liability insurance and worker's compensation insurance and retirement benefits and other accidental insurance coverage deemed appropriate to protect their respective personnel and/or equipment.

7. SETTLEMENT OF DISAGREEMENTS

In the event of any disagreement(s) as to the administration of this Agreement, the County Engineer of Wagoner County and the City Manager of Coweta on behalf of their respective jurisdictions and as administrators of this Agreement shall resolve the disagreement(s).


8. AUTHORIZATION TO EXECUTE

By executing this Agreement, the signors of this Agreement affirm that they are authorized by their respective Boards or Councils to execute the same and that they have, in fact, obtained all necessary approvals and authorizations therefore to execute and enter into this Agreement for their respective Boards or Councils.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth.

Wagoner County

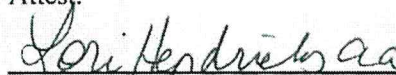
City of Coweta

By: 
[Entity Representative]

By: _____
City Manager

Date: 2/22/22

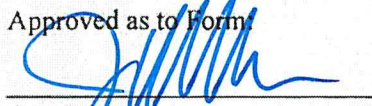
Date: _____

Attest:

County Clerk



Attest:

City Clerk

Approved as to Form:

County Attorney

Approved as to Form:

City Attorney

Wagoner County Ratified:

Coweta City Council Ratified:

By: _____
[Entity Representative]

By: _____
Mayor

County Clerk

City Clerk